



RESOLUTION No. 23-043

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING THE EXECUTION OF GRANT AWARD AGREEMENTS WITH THE CITY OF GRASS VALLEY, THE CITY OF NEVADA CITY AND THE TRUCKEE SANITARY DISTRICT PERTAINING TO REGIONAL EARLY ACTION PLANNING GRANT FUNDS (REAP) AND AUTHORIZING THE AUDITOR-CONTROLLER TO ENCUMBER THE FUNDS FOR EACH JURISDICTION

WHEREAS, the Board of Supervisors of the County of Nevada authorized application for and receipt of, Regional Early Action Planning Grants Program or REAP in the amount of \$462,699 with Resolution No. 21-018; and

WHEREAS, the Board of Supervisors of the County of Nevada authorized acceptance of the Regional Early Action Planning Grant Program in the amount of \$462,699 with Resolution No. 22-049; and

WHEREAS, the grant has been awarded to the Community Development Agency (CDA) and revenues will be deposited to the Planning Department in the amount of \$462,699 to the Planning Department 1123-20708-325-7000/445090; and

WHEREAS, the grant became effective upon approval by all parties and funds must be expended by December 31, 2023; and

WHEREAS, Requests for Proposals were sent to interested public agencies and jurisdictions located within the boundaries of Nevada County to prepare a Regional Infrastructure Plan to provide information necessary to upgrade water and sewer infrastructure in the Spheres of Influence and Community Regions to encourage development of more housing units; and

WHEREAS, responses were received from three (3) qualifying jurisdictions and public agencies; and

WHEREAS, the County of Nevada desires to partner with the City of Grass Valley in an amount not to exceed \$115,000 to prepare a Regional Infrastructure Planning Study in substantial conformance with the proposal received as provided for in Exhibit B; and

WHEREAS, the County of Nevada desires to partner with the City of Nevada City in an amount not to exceed \$60,000 to prepare a Regional Infrastructure Planning Study in substantial conformance with the proposal received as provided for in Exhibit B;

WHEREAS, the County of Nevada desires to partner with the Truckee Sanitary District in an amount not to exceed \$30,000 to prepare a Regional Infrastructure Planning Study in substantial conformance with the proposal received as provided for in Exhibit B.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors:

1. Approve the Grant Award Agreement with the City of Grass Valley and Authorize the Chair of the Board of Supervisors to execute the Grant Award Agreement on behalf of the County of Nevada in the amount of \$115,000, in the form attached hereto as Exhibit A.

2. Approve the Grant Award Agreement with the City of Nevada City and Authorize the Chair of the Board of Supervisors to execute the Grant Award Agreement on behalf of the County of Nevada in the amount of \$60,000, in the form attached hereto as Exhibit A.
3. Approve the Grant Award Agreement with Truckee Sanitary District and Authorize the Chair of the Board of Supervisors to execute the Grant Award Agreement on behalf of the County of Nevada in the amount of \$30,000, in the form attached here to as Exhibit A.

BE IT FURTHER RESOLVED that the Board of Supervisors directs the Auditor-Controller to encumber funds for each jurisdiction in the Planning Budget 1123-20708-325-7000/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of January, 2023, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarhout,
Susan Hoek and Hardy Bullock.
Noes: None.
Absent: None.
Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward C. Scofield, Chair

1/24/2023 cc: Planning*
AC* (Hold)

1/30/2023 cc: Planning*
AC*(Release)
CGV*
CNC*
TSD*

Exhibit A

Administering Agency: Nevada County – Planning Department

Grant Award Allocation No. _____

Description: Regional Infrastructure Planning Study -Grant Program

GRANT AWARD RECIPIENT AGREEMENT

THIS AGREEMENT ("Agreement") is made at Nevada City, California, by and between the County of Nevada, ("County"), and City of Grass Valley ("Grant Recipient"), who agree as follows:

1. **Use of Funds:** Grant Recipient agrees to use the County of Nevada's Regional Early Action Planning ("REAP") allocation to assist in housing production and to facilitate compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County's 2019 – 2027 Housing Element in full compliance with all REAP Fund expenditure requirements and for the purposes set forth in Exhibit A.
2. **Grant Fund Allocation** County shall allocate REAP Funds designated specific to the to assist in housing production and to facilitate compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County's 2019 – 2027 Housing Element efforts in the time and in the amount set forth in Exhibit B. **The amount of the REAP Funding shall not exceed (One-Hundred Fifteen-Thousand) dollars (\$115,000).**
3. **Term** This Agreement shall be effective upon the date on which the last party hereto has executed this Agreement ("Effective Date"). All grant funds provided by this Agreement shall be expended before August 1, 2023. Completed Study(ies) are to be submitted to the County no later than July 15, 2023.and reported on per the requirements stated in Exhibit C. **Agreement Termination Date of: August 1, 2023.**
4. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
5. **Electronic Signatures** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
6. **Time for Performance** Time is of the essence. Failure of Grant Recipient to extend any allocated funding prior to August 1, 2023, failure to submit completed studies to the County on or by July 15, 2023, and/or failure to complete the study on time shall constitute a return of unspent funds to the County as of the termination date. Grant Recipient shall devote such time to the Regional Infrastructure Needs Study effort pursuant to this Agreement. Grant Recipients unauthorized expenditure of Funds shall constitute a material breach of this Agreement, and in addition to any other remedy available at law, shall serve as a basis upon which the County may elect to immediately suspend REAP Fund payments, or terminate this Agreement, or both without notice.
7. **Hold Harmless and Indemnification Agreement** To the fullest extent permitted by law, each party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character

resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement and the expenditures of the REAP funding. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either party or to enlarge in any way either party's liability but is intended solely to provide for indemnification of the Indemnified party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These Hold Harmless and Indemnification provisions shall survive the termination of this Agreement.

8. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code sections 8355-8357 that it will provide a drug-free workplace.
9. **Political Activities** Grant Recipient shall in no instance expend funds or use resources derived from this Agreement on any political activities.
10. **Reporting Requirements** Grant Recipient will be required to maintain records and provide project information to the County or its Contract Administrator as provided in Exhibit C.
11. **Conflict of Interest** Grant Recipient certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Grant Recipient agrees that no such person will be employed in the performance of this Agreement unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
12. **Entirety of Agreement** This Agreement contains the entire agreement of County and Grant Recipient with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement, shall be binding or valid.
13. **Alteration** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
14. **Governing Law and Venue** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Agreement shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
15. **Compliance with Applicable Laws** Grant Recipient shall comply with any and all federal, state, and local laws, codes, ordinances, rules, and regulations which relate to, concern or affect the Services to be provided by this Agreement.

16. **Prevailing Wage** The services described herein may be considered "public works" as defined by California Labor Code section 1720 et seq. Any funds expended as a result of this award Grant Recipient will be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services under the awarded Agreement.
17. **Subrecipient** Grantees are not considered subrecipients. Grant Recipients should follow appropriate rules, regulations, and best financial practices with respect to management of federal funds. To the extent applicable Grant Recipient is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

As this agreement is not a Subrecipient agreement, such federal reporting shall not be provided to the County of Nevada.

18. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

Nevada County
Planning Department
Attn: Matt Kelley, Senior Planner
Address: 950 Maidu Avenue
Nevada City, CA 95959
Phone: (530) 265-1423
Email: matt.kelley@nevadacountyca.gov

GRANT RECIPIENT:

City of Grass Valley
Attn: Tom Last,
Community Development Director
Address: 125 East Main Street
Grass Valley, CA 95945
Phone: (530) 274-4711
Email: toml@cityofgrassvalley.com

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Authority: All individuals executing this Agreement on behalf of Grant Recipient represent and warrant that they are authorized to execute and deliver this Agreement on behalf of Grant Recipient.

IN WITNESS WHEREOF, the parties have executed this Agreement, to begin on the Effective Date.

COUNTY OF NEVADA:

By: Ed Scofield Date: 01/27/2023
Ed Scofield (Jan 27, 2023 16:29 PST)

Printed Name/Title: Honorable Ed Scofield, Chair, of the Board of Supervisors

By: Julie Patterson Hunter Date: 01/30/2023
Julie Patterson Hunter (Jan 30, 2023 08:09 PST)
Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

GRANT RECIPIENT:

By: Janet Arbuckle Date: 01/17/2023
Janet Arbuckle (Jan 17, 2023 20:44 PST)

Name: Jan Arbuckle, Mayor, City of Grass Valley

By: Taylor Day Date: 01/17/2023

Name: Taylor Day, Deputy City Clerk, City of Grass Valley

***If Grant Recipient is a corporation, this Agreement must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).**

Exhibits

- A. Purpose and Use of Funds
- B. Schedule of Payments
- C. Proposal Received in response to RFP No. 160639: Regional Infrastructure Planning Study funded in part by the County of Nevada's Regional Early Action Planning ("REAP") allocation to assist in housing production and to facilities compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County's 2019 – 2027 Housing Element

EXHIBIT A

PURPOSE AND USE OF FUNDS

Grant Recipient agrees to use the County of Nevada’s Regional Early Action Planning (“REAP”) allocation to assist in housing production and to facilitate compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County’s 2019 – 2027 Housing Element, specifically, “Regional Infrastructure Planning Study” provided to cover those costs identified in the submitted Proposal received from this Entity which is attached hereto and incorporated herein as Exhibit A-1. These funds are designated to assist in housing production and to facilitate compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County’s 2019 – 2027 Housing Element.

Budget Items	Funds Proposed FY 2022/23
Consultant Study Contract by Qualified Engineering Firm	\$100,000
Public Engagement / Stakeholders Meeting(s)	\$5,000
City staff Salary and Benefits Reimbursement (Approximately 50 hours of staff time)	\$5,000
NID staff Salary and Benefits Reimbursement (Approximately 50 hours of staff time)	\$5,000
Total Cost	\$115,000

*Describe Contracts for Service Delivery, Equipment Purchases, or Other Expenses, including amount per:

Funds may be allocated flexibly among proposed line items up to 10% of each line item; budget modifications greater than 10% of changed line item must be requested and have written approval by County grant manager.

1. GRANT AWARD RECIPIENT REPORTING.

- a. Grant Recipient will be required to submit monthly “Project and Expenditure Reports” until the funded project is complete to the County or its designated Contract Administrator.
- b. The first report will be due on or about February 24, 2023.
- c. The report would be required to include:
 - i. Project name
 - ii. Overall Context: This section will provide an overview of the project, including needs, challenges, limiting factors, opportunities and solutions which are unique to the agency or jurisdiction. The section should also discuss the overall approach, goals, and high-level summary of the status of the program.
 - iii. Project Highlights, Accomplishments and Best Practices: This section will generally discuss some highlights for the overall project from last month and any accomplishments resulting from

the efforts in implementing or developing the project. This section may also list and explain some of the best practices occurring through the project along with project highlights.

- iv. Project description (Project descriptions must describe the project in enough detail to provide understanding of the major activities that will occur and will be required to be between 50 and 250 words.)
- v. Primary place of performance
- vi. Period of performance start and end dates
- vii. Expenditure report (Current period obligation; Cumulative obligation; Current period expenditure; Cumulative expenditure)
- viii. Project status (Not started; Completed less than 50%; Completed 50% or more; Completed)
- ix. The County reserves the right to update these requirements based on the reporting requirements for the REAP Grant program.

EXHIBIT B

SCHEDULE OF PAYMENTS

The Grant Recipient will receive the grant award for the purpose and use established in Exhibit A of this Agreement, based on the following schedule of payments.

Total Grant Award Amount: \$115,000

Payment Schedule:

Budget Items	Funds Proposed FY 2022/23
Consultant Study Contract by Qualified Engineering Firm	\$100,000
Public Engagement / Stakeholders Meeting(s)	\$5,000
City staff Salary and Benefits Reimbursement (Approximately 50 hours of staff time)	\$5,000
NID staff Salary and Benefits Reimbursement (Approximately 50 hours of staff time)	\$5,000
Total Cost	\$115,000

Billing and Payment

The Jurisdiction shall send monthly invoices to the County. Each invoice shall include:

- Billing period covered (Dates/Months services were rendered)
- Billing back up invoices from consultant and staff time.
- PO Number

Invoices shall be submitted to:

County of Nevada
Community Development Agency
950 Maidu Ave. Suite 170
Nevada City, CA 95959-7902
Contact Person: Matt Kelley, Senior Planner
email: matt.kelley@nevadacountyca.gov

The County shall review invoices within ten (10) business days and notify the jurisdiction if an individual item is in question. Payments of approved billing shall be made within thirty (30) days of receipt of an invoice. Payments will be made in accordance with County processes once an invoice has been approved by the department.

The County will pay the Grant Recipient a maximum of One-Hundred Fifteen-Thousand Dollars (\$115,000) for the rendition of services as require under this Agreement. In the event Grant Recipient's ability to progress on completion of any milestone is delayed due to no fault of the Grant Recipient for longer than ninety days, County

shall release payment, according to the Purpose and Use of Funds above, on a percentage completed basis up to the total of the delayed milestone, after Grant Recipient has submitted a proper invoice showing amounts and percentage of work completed to the point of the delay.

Said amount shall be paid based on task completion according to the Budget Proposal Form (less any Matching funds).

SUMMARY OF AGREEMENT

Grant Recipient Name: City of Grass Valley

Description of Services: City of Grass Valley Regional Infrastructure Planning Study

SUMMARY OF MATERIAL TERMS

Maximum Grant Award: \$115,000
Contract Beginning Date: Effective Date
Contract Termination Date: August 1, 2023

Liquidated Damages: N/A

LICENSES AND PREVAILING WAGES

Designate all required licenses:

NOTICE & IDENTIFICATION

Grant Recipient:
 City of Grass Valley

County of Nevada:

Contact Person:
 Tom Last, Community Development Director
 Phone: (530) 274-4711
 Email address: toml@cityofgrassvalley.com

Contact Person:
 Matt Kelley, Senior Planner
 Phone: (530) 264-1423
 e-mail: matt.kelley@nevadacountyca.gov

Grant Recipient is a: (check all that apply)

Corporation:	<input checked="" type="checkbox"/> Calif.,	<input checked="" type="checkbox"/> Other,	<input type="checkbox"/> LLC,	<input type="checkbox"/> Non-profit
Partnership:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLP,	<input type="checkbox"/> Limited
Person:	<input type="checkbox"/> Indiv.,	<input type="checkbox"/> Dba,	<input type="checkbox"/> Ass'n	<input type="checkbox"/> Other

ATTACHMENTS

Designate all required attachments:

Exhibit A: Purpose and Use of Funds	Req'd
Exhibit B: Schedule of Payments	<u> X </u>
Exhibit C: Proposal Received in response to RFP No. 160639: Regional Infrastructure Planning Study funded in part by the County of Nevada's Regional Early Action Planning ("REAP") allocation to assist in housing production and to facilities compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County's 2019 – 2027 Housing Element	<u> X </u>

Exhibit A

Administering Agency: Nevada County – Planning Department

Grant Award Allocation No. RES 23-043

Description: Regional Infrastructure Planning Study -Grant Program

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3. **Term** This Agreement shall be effective upon the date on which the last party hereto has executed this Agreement ("Effective Date"). All grant funds provided by this Agreement shall be expended before August 1, 2023. Completed Study(ies) are to be submitted to the County no later than July 15, 2023.and reported on per the requirements stated in Exhibit C. **Agreement Termination Date of: August 1, 2023.**
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7. **Hold Harmless and Indemnification Agreement** To the fullest extent permitted by law, each party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to

property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement and the expenditures of the REAP funding. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either party or to enlarge in any way either party's liability but is intended solely to provide for indemnification of the Indemnified party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These Hold Harmless and Indemnification provisions shall survive the termination of this Agreement.

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10. **Reporting Requirements** Grant Recipient will be required to maintain records and provide project information to the County or its Contract Administrator as provided in Exhibit A.
11. **Conflict of Interest** Grant Recipient certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Grant Recipient agrees that no such person will be employed in the performance of this Agreement unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
12. **Entirety of Agreement** This Agreement contains the entire agreement of County and Grant Recipient with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement, shall be binding or valid.
13. **Alteration** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
14. **Governing Law and Venue** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Agreement shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
15. **Compliance with Applicable Laws** Grant Recipient shall comply with any and all federal, state, and local laws, codes, ordinances, rules, and regulations which relate to, concern or affect the Services to be provided by this Agreement.
16. **Prevailing Wage** The services described herein may be considered "public works" as defined by California Labor Code section 1720 et seq. Any funds expended as a result of this award Grant Recipient will be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services under the awarded Agreement.
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Circular” or “Uniform Guidance”). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

As this agreement is not a Subrecipient agreement, such federal reporting shall not be provided to the County of Nevada.

18. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

Nevada County
Planning Department
Attn: Matt Kelley, Senior Planner
Address: 950 Maidu Avenue
Nevada City, CA 95959
Phone: (530) 265-1423
Email: matt.kelley@nevadacountyca.gov

GRANT RECIPIENT:

City of Nevada City
Attn: Sean Grayson, City Manager
Address: 317 Broad Street
Nevada City, CA 95959
Phone: (530) 265-2496 x119
Email: Sean.grayson@nevadacityca.gov

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Authority: All individuals executing this Agreement on behalf of Grant Recipient represent and warrant that they are authorized to execute and deliver this Agreement on behalf of Grant Recipient.

IN WITNESS WHEREOF, the parties have executed this Agreement, to begin on the Effective Date.

COUNTY OF NEVADA:

By: *Ed Scofield* Date: 01/30/2023
Ed Scofield (Jan 30, 2023 08:38 PST)

Printed Name/Title: Honorable Ed Scofield, Chair, of the Board of Supervisors

By: *Julie Patterson Hunter* Date: 01/30/2023
Julie Patterson Hunter (Jan 30, 2023 09:17 PST)

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

GRANT RECIPIENT: _____

By: *Sean Grayson* Date: 01/13/2023
Sean Grayson (Jan 13, 2023 14:50 PST)

Name: Sean Grayson

* Title: City Manager

By: *Gabrielle Christakes* Date: 01/18/2023
Gabrielle Christakes (Jan 18, 2023 15:53 PST)

Name: Gabrielle Christakes

* Title: Deputy City Clerk

****If Grant Recipient is a corporation, this Agreement must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

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- A. Purpose and Use of Funds
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Budget Items	Funds Proposed FY 2022/23
Consultant Cost to Prepare Hydraulic Modeling	\$60,000
Total Cost	\$60,000

*Describe Contracts for Service Delivery, Equipment Purchases, or Other Expenses, including amount per:

Funds may be allocated flexibly among proposed line items up to 10% of each line item; budget modifications greater than 10% of changed line item must be requested and have written approval by County grant manager.

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- a. Grant Recipient will be required to submit monthly “Project and Expenditure Reports” until the funded project is complete to the County or its designated Contract Administrator.
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 - i. Project name
 - ii. Overall Context: This section will provide an overview of the project, including needs, challenges, limiting factors, opportunities and solutions which are unique to the agency or jurisdiction. The section should also discuss the overall approach, goals, and high-level summary of the status of the program.
 - iii. Project Highlights, Accomplishments and Best Practices: This section will generally discuss some highlights for the overall project from last month and any accomplishments resulting from the efforts in implementing or developing the project. This section may also list and explain some of the best practices occurring through the project along with project highlights.
 - iv. Project description (Project descriptions must describe the project in enough detail to provide understanding of the major activities that will occur and will be required to be between 50 and 250 words.)
 - v. Primary place of performance

- vi. Period of performance start and end dates
- vii. Expenditure report (Current period obligation; Cumulative obligation; Current period expenditure; Cumulative expenditure)
- viii. Project status (Not started; Completed less than 50%; Completed 50% or more; Completed)
- ix. The County reserves the right to update these requirements based on the reporting requirements for the REAP Grant program.

EXHIBIT B

SCHEDULE OF PAYMENTS

The Grant Recipient will receive the grant award for the purpose and use established in Exhibit A of this Agreement, based on the following schedule of payments.

Total Grant Award Amount: \$60,000

Payment Schedule:

Budget Items	Funds Proposed FY 2022/23
Consultant Cost to Prepare Hydraulic Modeling	\$60,000
Total Cost	\$60,000

Billing and Payment

The Jurisdiction shall send monthly invoices to the County. Each invoice shall include:

- Billing period covered (Dates/Months services were rendered)
- Billing back up invoices from consultant and staff time.
- PO Number

Invoices shall be submitted to:

County of Nevada
Community Development Agency
950 Maidu Ave. Suite 170
Nevada City, CA 95959-7902
Contact Person: Matt Kelley, Senior Planner
email: matt.kelley@nevadacountyca.gov

The County shall review invoices within ten (10) business days and notify the jurisdiction if an individual item is in question. Payments of approved billing shall be made within thirty (30) days of receipt of an invoice. Payments will be made in accordance with County processes once an invoice has been approved by the department.

The County will pay the Grant Recipient a maximum of Sixty-Thousand Dollars (\$60,000) for the rendition of services as require under this Agreement. In the event Grant Recipient's ability to progress on completion of any milestone is delayed due to no fault of the Grant Recipient for longer than ninety days, County shall release payment, according to the Purpose and Use of Funds above, on a percentage completed basis up to the total of the delayed milestone, after Grant Recipient has submitted a proper invoice showing amounts and percentage of work completed to the point of the delay.

Said amount shall be paid based on task completion according to the Budget Proposal Form (less any Matching funds).

SUMMARY OF AGREEMENT

Grant Recipient Name: City of Nevada City

Description of Services: City of Nevada City Regional Infrastructure Planning Study

SUMMARY OF MATERIAL TERMS

Maximum Grant Award: \$60,000
Contract Beginning Date: Effective Date
Contract Termination Date: August 1, 2023

Liquidated Damages: N/A

LICENSES AND PREVAILING WAGES

Designate all required licenses:

NOTICE & IDENTIFICATION

Grant Recipient:
 City of Nevada City

County of Nevada:

Contact Person: Sean Grayson, City Manager
 Phone: (530) 265-2496 x119
 Email address: sean.grayson@nevadacityca.gov

Contact Person: Matt Kelley
 Phone: (530) 265-1423
 e-mail: matt.kelley@nevadacountyca.gov

Grant Recipient is a: (check all that apply)

Corporation:	<input checked="" type="checkbox"/> Calif.,	<input checked="" type="checkbox"/> Other,	<input type="checkbox"/> LLC,	<input type="checkbox"/> Non-profit
Partnership:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLP,	<input type="checkbox"/> Limited
Person:	<input type="checkbox"/> Individ.,	<input type="checkbox"/> Dba,	<input type="checkbox"/> Ass'n	<input type="checkbox"/> Other

ATTACHMENTS

Designate all required attachments:

Exhibit A: Purpose and Use of Funds	Req'd
Exhibit B: Schedule of Payments	<u>X</u>
Exhibit C: Proposal Received in response to RFP No. 160639: Regional Infrastructure Planning Study funded in part by the County of Nevada's Regional Early Action Planning ("REAP") allocation to assist in housing production and to facilities compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County's 2019 – 2027 Housing Element	<u>X</u>

Exhibit A

Administering Agency: Nevada County – Planning Department

Grant Award Allocation No. RES 23-043

Description: Regional Infrastructure Planning Study -Grant Program

GRANT AWARD RECIPIENT AGREEMENT

THIS AGREEMENT ("Agreement") is made at Nevada City, California, by and between the County of Nevada, ("County"), and Truckee Sanitary District ("Grant Recipient"), who agree as follows:

1. **Use of Funds:** Grant Recipient agrees to use the County of Nevada's Regional Early Action Planning ("REAP") allocation to assist in housing production and to facilitate compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County's 2019 – 2027 Housing Element in full compliance with all REAP Fund expenditure requirements and for the purposes set forth in Exhibit A.
2. **Grant Fund Allocation** County shall allocate REAP Funds designated specific to the to assist in housing production and to facilitate compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County's 2019 – 2027 Housing Element efforts in the time and in the amount set forth in Exhibit B. **The amount of the REAP Funding shall not exceed (Thirty-Thousand) dollars (\$30,000).**
3. **Term** This Agreement shall be effective upon the date on which the last party hereto has executed this Agreement ("Effective Date"). All grant funds provided by this Agreement shall be expended before August 1, 2023. Completed Study(ies) are to be submitted to the County no later than July 15, 2023, and reported on per the requirements stated in Exhibit C. **Agreement Termination Date of: August 1, 2023.**
4. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
5. **Electronic Signatures** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
6. **Time for Performance** Time is of the essence. Failure of Grant Recipient to extend any allocated funding prior to August 1, 2023, failure to submit completed studies to the County on or by July 15, 2023, and/or failure to complete the study on time shall constitute a return of unspent funds to the County as of the termination date. Grant Recipient shall devote such time to the Regional Infrastructure Needs Study effort pursuant to this Agreement. Grant Recipients unauthorized expenditure of Funds shall constitute a material breach of this Agreement, and in addition to any other remedy available at law, shall serve as a basis upon which the County may elect to immediately suspend REAP Fund payments, or terminate this Agreement, or both without notice.
7. **Hold Harmless and Indemnification Agreement** To the fullest extent permitted by law, each party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to

property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement and the expenditures of the REAP funding. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either party or to enlarge in any way either party's liability but is intended solely to provide for indemnification of the Indemnified party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These Hold Harmless and Indemnification provisions shall survive the termination of this Agreement.

8. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code sections 8355-8357 that it will provide a drug-free workplace.
9. **Political Activities** Grant Recipient shall in no instance expend funds or use resources derived from this Agreement on any political activities.
10. **Reporting Requirements** Grant Recipient will be required to maintain records and provide project information to the County or its Contract Administrator as provided in Exhibit A.
11. **Conflict of Interest** Grant Recipient certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Grant Recipient agrees that no such person will be employed in the performance of this Agreement unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
12. **Entirety of Agreement** This Agreement contains the entire agreement of County and Grant Recipient with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement, shall be binding or valid.
13. **Alteration** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
14. **Governing Law and Venue** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Agreement shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
15. **Compliance with Applicable Laws** Grant Recipient shall comply with any and all federal, state, and local laws, codes, ordinances, rules, and regulations which relate to, concern or affect the Services to be provided by this Agreement.
16. **Prevailing Wage** The services described herein may be considered "public works" as defined by California Labor Code section 1720 et seq. Any funds expended as a result of this award Grant Recipient will be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services under the awarded Agreement.
17. **Subrecipient** Grantees are not considered subrecipients. Grant Recipients should follow appropriate rules, regulations, and best financial practices with respect to management of federal funds. To the extent applicable Grant Recipient is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super

Circular” or “Uniform Guidance”). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

As this agreement is not a Subrecipient agreement, such federal reporting shall not be provided to the County of Nevada.

18. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

Nevada County
Planning Department
Attn: Matt Kelley, Senior Planner
Address: 950 Maidu Avenue
Nevada City, CA 95959
Phone: (530) 265-1423
Email: matt.kelley@nevadacountyca.gov

GRANT RECIPIENT:

Truckee Sanitary District
Attn: Blake R. Tresan, General Manager
Address: 12304 Joerger Drive
Truckee, CA 96161
Phone: (530) 550-3122
Email: btresan@truckeesan.org

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Authority: All individuals executing this Agreement on behalf of Grant Recipient represent and warrant that they are authorized to execute and deliver this Agreement on behalf of Grant Recipient.

IN WITNESS WHEREOF, the parties have executed this Agreement, to begin on the Effective Date.

COUNTY OF NEVADA:

By: *Ed Scofield* Date: 01/30/2023
Ed Scofield (Jan 30, 2023 12:25 PST)

Printed Name/Title: Honorable Ed Scofield, Chair, of the Board of Supervisors

By: *Julie Patterson Hunter* Date: 01/30/2023
Julie Patterson Hunter (Jan 30, 2023 12:27 PST)
Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

GRANT RECIPIENT: _____

By: *Blake Tresan* Date: 01/19/2023
Blake Tresan (Jan 19, 2023 21:21 PST)

Name: Blake R. Tresan

* Title: General Manager

By: *Mark J Wasley* Date: 01/23/2023
Mark J Wasley (Jan 23, 2023 19:28 PST)

Name: Mark Wasley

* Title: Finance & Administrative Manager

****If Grant Recipient is a corporation, this Agreement must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. Purpose and Use of Funds
- B. Schedule of Payments
- C. Proposal Received in response to RFP No. 160639: Regional Infrastructure Planning Study funded in part by the County of Nevada's Regional Early Action Planning ("REAP") allocation to assist in housing production and to facilities compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County's 2019 – 2027 Housing Element

EXHIBIT A

PURPOSE AND USE OF FUNDS

Grant Recipient agrees to use the County of Nevada’s Regional Early Action Planning (“REAP”) allocation to assist in housing production and to facilities compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County’s 2019 – 2027 Housing Element, specifically, “Regional Infrastructure Planning Study” provided to cover those costs identified in the submitted Proposal received from this Entity which is attached hereto and incorporated herein as Exhibit A-1. These funds are designated to assist in housing production and to facilities compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County’s 2019 – 2027 Housing Element.

Budget Items	Funds Proposed FY 2022/23
Consultant Cost to Prepare Market and Research Survey	\$30,000
Total Cost	\$30,000

*Describe Contracts for Service Delivery, Equipment Purchases, or Other Expenses, including amount per:

Funds may be allocated flexibly among proposed line items up to 10% of each line item; budget modifications greater than 10% of changed line item must be requested and have written approval by County grant manager.

1. GRANT AWARD RECIPIENT REPORTING.

- a. Grant Recipient will be required to submit monthly “Project and Expenditure Reports” until the funded project is complete to the County or its designated Contract Administrator.
- b. The first report will be due on or about February 24, 2023.
- c. The report would be required to include:
 - i. Project name
 - ii. Overall Context: This section will provide an overview of the project, including needs, challenges, limiting factors, opportunities and solutions which are unique to the agency or jurisdiction. The section should also discuss the overall approach, goals, and high-level summary of the status of the program.
 - iii. Project Highlights, Accomplishments and Best Practices: This section will generally discuss some highlights for the overall project from last month and any accomplishments resulting from the efforts in implementing or developing the project. This section may also list and explain some of the best practices occurring through the project along with project highlights.
 - iv. Project description (Project descriptions must describe the project in enough detail to provide understanding of the major activities that will occur and will be required to be between 50 and 250 words.)
 - v. Primary place of performance

- vi. Period of performance start and end dates
- vii. Expenditure report (Current period obligation; Cumulative obligation; Current period expenditure; Cumulative expenditure)
- viii. Project status (Not started; Completed less than 50%; Completed 50% or more; Completed)
- ix. The County reserves the right to update these requirements based on the reporting requirements for the REAP Grant program.

EXHIBIT B

SCHEDULE OF PAYMENTS

The Grant Recipient will receive the grant award for the purpose and use established in Exhibit A of this Agreement, based on the following schedule of payments.

Total Grant Award Amount: \$30,000

Payment Schedule:

Budget Items	Funds Proposed FY 2022/23
Consultant Cost to Prepare Market Research Survey	\$30,000
Total Cost	\$30,000

Billing and Payment

The Jurisdiction shall send monthly invoices to the County. Each invoice shall include:

- Billing period covered (Dates/Months services were rendered)
- Billing back up invoices from consultant and staff time.
- PO Number

Invoices shall be submitted to:

County of Nevada
Community Development Agency
950 Maidu Ave. Suite 170
Nevada City, CA 95959-7902
Contact Person: Matt Kelley, Senior Planner
email: matt.kelley@nevadacountyca.gov

The County shall review invoices within ten (10) business days and notify the jurisdiction if an individual item is in question. Payments of approved billing shall be made within thirty (30) days of receipt of an invoice. Payments will be made in accordance with County processes once an invoice has been approved by the department.

The County will pay the Grant Recipient a maximum of Thirty-Thousand Dollars (\$30,000) for the rendition of services as require under this Agreement. In the event Grant Recipient's ability to progress on completion of any milestone is delayed due to no fault of the Grant Recipient for longer than ninety days, County shall release payment, according to the Purpose and Use of Funds above, on a percentage completed basis up to the total of the delayed milestone, after Grant Recipient has submitted a proper invoice showing amounts and percentage of work completed to the point of the delay.

Said amount shall be paid based on task completion according to the Budget Proposal Form (less any Matching funds).

SUMMARY OF AGREEMENT

Grant Recipient Name: Truckee Sanitary District

Description of Services: Truckee Sanitary District Regional Infrastructure Planning Study

SUMMARY OF MATERIAL TERMS

Maximum Grant Award: \$30,0000
Contract Beginning Date: Effective Date
Contract Termination Date: August 1, 2023

Liquidated Damages: N/A

LICENSES AND PREVAILING WAGES

Designate all required licenses:

NOTICE & IDENTIFICATION

Grant Recipient:
 Truckee Sanitary District

County of Nevada:

Contact Person:
 Blake R. Tresan, General Manager
 Phone: (530) 550-3122
 Email address: btresan@truckeesan.org

Contact Person:
 Matt Kelley, Senior Planner
 Phone: (530) 265-1423
 e-mail: matt.kelley@evadacountyca.gov

Grant Recipient is a: (check all that apply)

Corporation:	<input checked="" type="checkbox"/> Calif.,	<input checked="" type="checkbox"/> Other,	<input type="checkbox"/> LLC,	<input type="checkbox"/> Non-profit
Partnership:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLP,	<input type="checkbox"/> Limited
Person:	<input type="checkbox"/> Indiv.,	<input type="checkbox"/> Dba,	<input type="checkbox"/> Ass'n	<input type="checkbox"/> Other

ATTACHMENTS

Designate all required attachments:

Exhibit A: Purpose and Use of Funds	Req'd
Exhibit B: Schedule of Payments	<u>X</u>
Exhibit C: Proposal Received in response to RFP No. 160639: Regional Infrastructure Planning Study funded in part by the County of Nevada's Regional Early Action Planning ("REAP") allocation to assist in housing production and to facilities compliance in implementation of the Sixth Cycle Regional Housing Needs Assessment (RHNA) as part of the County's 2019 – 2027 Housing Element	<u>X</u>